

Monsanto

150770

FROM (NAME & LOCATION)

R. A. Miller - JFQ/WGK Purchasing

DATE

December 1, 1972

cc

W. C. Petty - JFQ

24

SUBJECT

CONTRACT NO. 02-03-0563
1973 SOLID WASTE DISPOSAL
SAUGET AND COMPANY

REFERENCE

TO

MESSRS.: J. W. Brown - JFQ
B. B. Byrne - JFQ
T. W. Dalton - WGK
C. N. Deubner - WGK
M. R. Foresman - WGK
P. F. Gatens - JFQ
J. F. Hart - WGK
P. E. Heisler - WGK
D. C. Malm - JFQ
R. G. Moody - WGK
A. E. Peterson - JFQ
~~M. G. Rayfield~~ - ~~WGK~~
M. T. Schade - JFQ
M. J. Smid - JFQ
L. W. Sprandel - WGK
G. W. Watson - WGK
R. L. Wiese - JFQ
B. R. Williams - WGK

Enclosed is a copy of our 1973 "trash dump" contract with Sauget and Company. 1972 pricing of \$11,000 per annum (\$8M for WGK and \$3M for JFQ) remains in effect. If you have any comments or questions, please call me.

Dick

R. A. Miller

/rs
encls.

MCO 0546120

AGREEMENT FOR DUMPING PRIVILEGES

This Agreement made and entered into as of January 1, 1973, by and between SAUGET AND COMPANY, a Delaware corporation located in Sauget Village, St. Clair County, State of Illinois, hereinafter called "Sauget" and the MONSANTO COMPANY, a Delaware corporation with General Offices at St. Louis, Missouri, hereinafter called "Monsanto".

WITNESSETH THAT:

WHEREAS, Monsanto operates chemical industries situated in Sauget Village, Centerville Township, St. Clair County, Illinois, and at 1700 South Second Street, St. Louis, Missouri, and desires to dispose of refuse materials from said industries, and

WHEREAS, Sauget is willing to permit the disposal of such refuse by Monsanto on Sauget's property upon the terms and conditions hereinafter set out,

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

1. Sauget agrees as follows:

- a. To permit Monsanto to haul to said dump any or all refuse resulting from the normal operations at Monsanto's chemical plants.
- b. To allow contractors performing work for Monsanto at its W. G. Krummrich Plant and its J. F. Queeny Plant to haul and dump refuse resulting from such work upon presentation of a permit issued by Monsanto identifying the contractor,

MCO 0546121

the project involved and the term of such project. One permit shall be sufficient for each contractor for each project for the term of such project. Such contractor shall comply with all rules and regulations applicable to said dump, whether promulgated by Sauget or by the Illinois Environmental Protection Agency or otherwise, and, in the event that such contractor violates any of said rules and regulations, Sauget may cancel such permit and, if it does so, shall notify Monsanto in writing of such cancellation.

- c. To permit at any time, day or night, including Saturdays, Sundays and Holidays, the unloading of the refuse which Monsanto or its contractors hauls to said dump and to furnish labor for the purpose of supervising and directing such unloading.
- d. To maintain the dump at all times in such condition as to allow the refuse to be freely unloaded without delay.
- e. To maintain at all times access for trucks to dump from the nearest improved road.
- f. To wash refuse container boxes at the dump when requested by Monsanto so long as

MCO 0546122

water is available, without cost, for use by Sauget.

- g. To hold Monsanto harmless from and indemnify Monsanto against any and all liability, loss or expense that might arise by reason of damage to property or crops or injury to person or persons resulting directly or indirectly from the operation of said dump, from materials deposited therein or from Monsanto's use thereof.
- h. To treat as Monsanto's confidential property and not use or disclose to others during or subsequent to the term of this Agreement, except as is necessary to perform the work hereunder, any information (including any technical information, experience or data) regarding Monsanto's plans, programs, plants, processes, products, costs, equipment, operations or customers which may come within the knowledge of Sauget or his employees in the performance of the work or which may be developed by Sauget in the course of Sauget's performance of the work

MCO 0546123

without in each instance securing the prior written consent of Monsanto.

Nothing herein, however, shall prevent Sauget from disclosing to others or using in any manner information which Sauget can show:

- (1) has been published and has become part of the public domain other than by acts or omissions of Sauget or his employees;
- (2) has been furnished or made known to Sauget by third parties as a matter of right and without restriction on disclosure; or
- (3) was in his possession at the time he entered into this Agreement and which was not acquired by Sauget directly or indirectly from Monsanto, its employees or its agents. Sauget shall restrict the knowledge of all information regarding the work to as few as possible of his employees (and only to those directly connected with the performing of the work) and shall also, upon request by Monsanto, cause such persons involved in the work on Sauget's behalf as Monsanto designates to sign individual secrecy agreements in a form satisfactory to Monsanto.

MCO 0540124

2. Monsanto agrees as follows:

- a. To pay to Sauget at the end of the year 1973 the sum of Eleven Thousand Dollars (\$11,000.00).
- b. To furnish cinders as they are available from the W. G. Krummrich Plant and the J. F. Queeny Plant. Such cinders are to be used in the maintenance of the dump as Monsanto deems necessary.
- c. To neutralize with lime any refuse containing acid.
- d. All dumping at said dump by Monsanto and by its contractors shall be in conformity with any and all rules and regulations applicable to said dump, whether promulgated by Sauget or by the Illinois Environmental Protection Agency or otherwise.

3. This Agreement shall commence with the date set forth at its beginning and shall continue for a period of twelve (12) months unless sooner terminated by either party giving to the other party at least ninety (90) days' written notice of that party's intention to cancel same. This notice period is waived in the event the Illinois Environmental Protection Agency shall prevent either party from continued performance hereunder.

4. Should this Agreement be terminated prior to December 31, 1973, then payment shall be prorated on the basis of Eleven Thousand Dollars (\$11,000.00) per year for the year 1973.

MCO 0546125

IN WITNESS WHEREOF, this Agreement has been executed
on behalf of each party as of the day and year set forth at its
beginning.

MONSANTO COMPANY

By R.G. Miller
Title Purchasing Supt.
Witness René Sanders

SAUGET AND COMPANY

By Paul Sauguet
Title President
Witness Betty J. Long

MCO 0546126

Monsanto

C O M P A N Y

PURCHASING DEPARTMENT

Sauget, Illinois 62201

REQUISITION
PURCHASE
ORDERDATE MATERIAL REQUIRED
AT PLANT SITE.

1973

OR SOONER

DATE	PURCHASE ORDER NUMBER
12/27/72	B-33,739

PLEASE SHOW THIS ORDER NUMBER ON EACH
INVOICE, PACKAGE, BILL OF LADING, AND
SHIPPING NOTICE.

- BILLING INSTRUCTIONS -

FORWARD TO ADDRESS AT TOP OF THIS FORM

1. ACKNOWLEDGEMENT OF ORDER GIVING SHIPPING DATE
2. BILL OF LADING IN DUPLICATE
3. INVOICE IN DUPLICATE PRICING EACH ITEM SEPARATELY
4. MAIL INVOICES C/O ACCOUNTING DEPT.

- SHIPPING INSTRUCTIONS -

1. DELIVER BETWEEN 8 A.M. AND 3 P.M. MONDAY THROUGH FRIDAY
2. SHIP CHEAPEST ROUTING UNLESS OTHERWISE SPECIFIED
3. ON LOCAL DELIVERIES SURRENDER DELIVERY TICKET

← NOTE →

F.O.B.	VIA	TERMS
PLANT	VENDOR	NET 30

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1431 QUEENY STREET
SAUGET, ILLINOIS, 62201S
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OMONSANTO COMPANY
W. G. Krummrich Plant
Sauget, Illinois 62201
618/271-5835

ITEM	QUANTITY	UNIT	DESCRIPTION	PRICE
			THIS ORDER COVERS THE COST OF SERVICES AS PROVIDED BY SAUGET AND COMPANY PER CONTRACT #02-03-0565.	
			SANITARY LANDFILL	
			END OF EACH MONTH	\$4,100.00

SALES TAX APPLIES:
ADD TO INVOICE ☐USE TAX APPLIES:
ADD TO INVOICE ☐PURCHASE EXEMPT
FROM SALES/USE TAX ☐BY SHIPPING THE ABOVE GOODS OR BY ACKNOWLEDGING
RECEIPT OF THIS ORDER, HEREAFTER CALLED "CONTRACT,"
YOU AGREE TO THE TERMS AND CONDITIONS SET FORTH
ON THE FACE SIDE AND THE REVERSE SIDE HEREOF. ANY
DIFFERENT OR ADDITIONAL TERMS IN YOUR ACCEPTANCE OF
THIS OFFER ARE HEREBY OBJECTED TO.

MONSANTO COMPANY

BY

H. J. Mayes

DATE	INQUIRY NO.	APPROVAL	BUYER	SAFETY JOB?	<input type="checkbox"/> YES <input type="checkbox"/> NO
			WCP/RS	POLLUTION CONTROL?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DATE MATERIAL RECEIVED	COMP. SHIPMENT	PART SHIPMENT	UNLOAD AT	DELIVER TO (LOCATION)	

→ STANDARDS APPROVAL

DEPT.

ESTIMATE NO.

REQUISITIONER NAME TO BE PRINTED CLEARLY

E. DAYFIELD/PETTY/MAYES

53	ACCOUNT	AMOUNT	C	TAX	N	MATERIAL	QUANTITY	OTHER
DIV.	LOC.	MAIN	SUB	CLASS	R	CODE	D	DETAIL
2	03	914	23	804				

PU - 34 Revised 1/72

MCO 0546127

EST MATED COST
\$REQUISITIONER: FILL IN KNOWN DATA
WITH PEN OR SOFT SHARP PENCIL. PRESS
FIRMLY FOR CLEAR IMAGE. PLEASE PRINT
LEGIBLY.**Monsanto**
COMPANY

PURCHASING DEPARTMENT

Sauget, Illinois 62201

REQUISITION
PURCHASE
ORDERDATE MATERIAL REQUIRED
AT PLANT SITE.

1973

OR SOONER

DATE

12/27/72

PURCHASE ORDER NUMBER

B-33,741

PLEASE SHOW THIS ORDER NUMBER ON EACH
INVOICE, PACKAGE, BILL OF LADING, AND
SHIPPING NOTICE.

- BILLING INSTRUCTIONS -

FORWARD TO ADDRESS AT TOP OF THIS FORM

1. ACKNOWLEDGEMENT OF ORDER GIVING SHIPPING DATA
2. BILL OF LADING IN DUPLICATE
3. INVOICE IN DUPLICATE PRICING EACH ITEM SEPARATELY
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3. ON LOCAL DELIVERIES SURRENDER DELIVERY TICKET

NOTE

F.O.B.
SITE

VIA

MONSANTO

TERMS

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RSAUGET AND COMPANY
1431 QUEENY AVENUE
SAUGET, ILLINOIS, 62201S
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MONSANTO COMPANY

W. G. Krummrich Plant

Sauget, Illinois 62201

618/271-5835

ITEM	QUANTITY	UNIT	DESCRIPTION	PRICE
			THIS ORDER COVERS THE ANNUAL COST OF DUMPING	
			PRIVILEGES AT THE SAUGET SOLID WASTE FACILITIES	
			FOR 1973 (TRASH DUMP)	\$8,000/Y (LOT PRY)
			REFERENCE: CONTRACT #02-03-0563	

SALES TAX APPLIES:
ADD TO INVOICE ☐USE TAX APPLIES:
ADD TO INVOICE ☐PURCHASE EXEMPT
FROM SALES/USE TAX ☒BY SHIPPING THE ABOVE GOODS OR BY ACKNOWLEDGING
RECEIPT OF THIS ORDER HEREFTER CALLED "CONTRACT"
YOU AGREE TO THE TERMS AND CONDITIONS SET FORTH
ON THE FACE SIDE AND THE REVERSE SIDE HEREOF. ANY
DIFFERENT OR ADDITIONAL TERMS IN YOUR ACCEPTANCE OF
THIS OFFER ARE HEREBY OBJECTED TO.

MONSANTO COMPANY

N. J. Mayes

DATE	INQUIRY NO.	APPROVAL	BUYER	SAFETY JOB? <input type="checkbox"/> YES <input type="checkbox"/> NO
			WCP/rs	POLLUTION CONTROL? <input type="checkbox"/> YES <input type="checkbox"/> NO
DATE MATERIAL RECEIVED	COMP. SHIPMENT	PART SHIPMENT	UNLOAD AT	DELIVER TO (LOCATION)
				WGK PLANT

STANDARDS APPROVAL

DEPT.
832

ESTIMATE NO.

REQ. SGT. QNER NAME TO BE PRINTED CLEARLY

H. RAYFIELD/PETTY

53	ACCOUNT				AMOUNT	C R	TAX CODE	N D	MATERIAL	QUANTITY	TYPE	OTHER DETAIL
DIV.	LOC.	MAIN	SUB	CLASS								
2	03	913	44	847								

MCO 0546128

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